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Attorneys for Defendants NEWELL BRANDS, INC.;

SUNBEAM PRODUCTS, INC.; and TARGET

CORPORATION

**UNITED STATES DISTRICT COURT**

**EASTERN DISTRICT OF CALIFORNIA – SACRAMENTO DIVISION**

DEBORAH HENDRICKSON,

Plaintiff,

v.

NEWELL BRANDS, INC.;

SUNBEAM PRODUCTS, INC.;

TARGET CORPORATION; DAVE

BAULK; and DOES 1-100, inclusive

Defendants.

Case No.: 2:23-cv-02545-MCE-CKD

Judge: Hon. Morrison C. England, Jr.

Crtrm: 7

**AGREED CONFIDENTIALITY  
STIPULATION AND PROTECTIVE  
ORDER**

FAC Filed: 11/21/2023

Trial Date: N/A

**AGREED CONFIDENTIALITY STIPULATION**

**AND PROTECTIVE ORDER**

The discovery sought by the parties in the above-styled case is likely to involve production of documents and things containing business, competitive, proprietary, trade secret or other information of a sensitive nature about the party (or

1 of another person which information the party is under a duty to maintain in  
2 confidence), hereafter referred to as "Confidential Information," and witness  
3 testimony containing Confidential Information. Accordingly, the parties having  
4 agreed to enter into this Confidentiality Stipulation and Protective Order ("the  
5 Order") to govern the production of documents and testimony that contains  
6 Confidential Information, pursuant to Local Rule 141.1 and for good cause shown,  
7 the Court hereby ORDERS as follows:

8 Designation of Confidential Information

9 1. Designation of Material. Documents and other things claimed to be or  
10 to contain Confidential Information shall, prior to production, be marked by the  
11 producing party as "Confidential." Placement of the "Confidential" designation on  
12 each protected page or on the initial page of a protected document when it is  
13 produced shall constitute notice and shall designate the document as Confidential  
14 material. Copies, extracts, summaries, notes, and other derivatives of Confidential  
15 material also shall be deemed Confidential material and shall be subject to the  
16 provisions of this Order.

17 2. Subsequent Designation. Documents and/or materials produced in the  
18 litigation that are not identified as Confidential Information when they were initially  
19 produced may, thirty (30) days thereafter be designated as Confidential by the  
20 producing party, or by the party or parties receiving the production, or by a person,  
21 by providing written notice to counsel for all other parties and to any person who  
22 may be involved. Each party or person who receives such written notice shall  
23 endeavor to retrieve any Confidential Information that may have been disseminated,  
24 shall affix a "Confidential" designation to it, and shall thereafter distribute it only as  
25 allowed by this Order. No distribution prior to the receipt of such written notice shall  
26 be deemed a violation of this Order.

27 3. Designation of Depositions. Depositions or portions thereof upon oral  
28 or written questions may be classified as Confidential Information either by an

1 examining party's attorney or by an attorney defending or attending the deposition.  
2 A party claiming that a deposition or any portion thereof is Confidential Information  
3 shall give notice of such claim to the other affected parties and persons either prior  
4 to or during the deposition, or within thirty (30) days after receipt of the deposition  
5 transcript, and the testimony taken and the transcript of such deposition or portion  
6 thereof shall be designated as Confidential.

7 4. Modification of Designation. The designation of Confidential  
8 Information by the producing party shall not be determinative and may be modified  
9 or eliminated at any time in one of two ways, as explained below.

10 (a) The producing party may agree in writing to downgrade or eliminate the  
11 Confidential designation concerning any material it produced.

12 (b) If the parties cannot agree as to the designation of any particular  
13 information or material after good faith discussion, the receiving party  
14 may move the Court to downgrade or eliminate the "Confidential"  
15 designation. The burden of proving that the information has been  
16 properly designated as protected shall be on the party who made the  
17 original designation.

18 Access to Confidential Information

19 5. General Access. Except as otherwise expressly provided herein or  
20 ordered by the Court, Confidential Information may be revealed only as follows:

21 (a) To outside counsel for a party hereto (and secretaries, paralegals, and  
22 other staff employed in the offices of such outside counsel who are  
23 working on the litigation), provided that outside counsel who are not of  
24 record must first sign and deliver to counsel of record for each other party  
25 or parties a letter in the form of Exhibit A hereto.

26 (b) To the parties after they have been given a copy of this Confidentiality  
27 Stipulation by their outside counsel and signed, a letter in the form of  
28 Exhibit A.

1 (c) To court reporters transcribing a deposition, hearing, or other proceeding  
2 in this matter who sign Exhibit A attached hereto (excluding court-  
3 appointed court reporters).

4 (d) To independent experts and independent consultants (meaning a person  
5 who is not an employee, officer, director, or owner in any capacity of a  
6 party and who is retained by a party or a party's outside counsel in good  
7 faith for the purpose of assisting in this litigation) who sign Exhibit A  
8 attached hereto.

9 Nothing herein shall prevent the producing party from showing the documents  
10 or information to an employee of that party.

11 6. No Copies/Notes. Except for internal use by outside counsel for the  
12 parties hereto, for Court and deposition copies, and for such use as is expressly  
13 permitted under the terms hereof, no person granted access to Confidential  
14 Information shall make copies, reproductions, transcripts, or facsimiles of the same  
15 or any portion thereof or shall take notes or otherwise summarize the contents of  
16 such Confidential Information.

17 7. Disputes over Access. If a dispute arises as to whether a particular  
18 person should be granted access to Confidential Information, the party seeking  
19 disclosure may move the Court to permit the disclosure and must obtain an order of  
20 the Court before disclosing the information.

21 Use of Confidential Information

22 8. Use in this Litigation Only. Confidential Information may be used only  
23 for purposes of this litigation. Each person to whom the disclosure of any  
24 Confidential Information is made shall not, directly or indirectly, use, disclose, or  
25 disseminate, or attempt to use, disclose, or disseminate, any of the same except as  
26 expressly provided herein.

27 9. Use at Depositions. If Confidential Information is to be discussed or  
28 disclosed during a deposition, the producing party shall have the right to exclude

1 from attendance at the deposition, during the time the Confidential information is to  
2 be discussed, any person not entitled under this Order to receive the Confidential  
3 Information.

4 10. Use at Court Hearings and Trial. Subject to the Rules of Evidence,  
5 Confidential Information may be offered into evidence at trial or at any hearing or  
6 oral argument, provided that the proponent of the evidence containing Confidential  
7 Information gives reasonable advance notice to the Court and counsel for the  
8 producing or designating party. Any party may move the Court for an order that the  
9 evidence be received *in camera* or under other conditions to prevent unnecessary  
10 disclosure. If presented at trial, the status of evidence as Confidential Information  
11 shall not be disclosed to the finder of fact.

12 11. Filing Under Seal. Each document filed with the Court that contains  
13 any Confidential Information shall be filed under seal pursuant to Local Rule 141.  
14 Any such document shall be filed in a sealed envelope or other appropriate sealed  
15 container on which shall be set forth the title and number of this action; a general  
16 description or title of the contents of the envelope; a statement that the contents are  
17 Confidential and subject to a Protective Order and that the envelope is not to be  
18 opened nor the contents thereof revealed except to counsel of record in the litigation  
19 or court personnel, or pursuant to order of the Court; and pursuant to all other  
20 requirements enumerated in Local Rule 141(b). Copies of such documents served  
21 on counsel for other parties shall be marked as Confidential.

22 12. Reasonable Precautions. Counsel for each party shall take all  
23 reasonable precautions to prevent unauthorized or inadvertent disclosure of any  
24 Confidential Information.

25 13. Not an Admission. Nothing in this Order shall constitute an admission  
26 by the party that information designated as Confidential is Confidential Information.  
27 Furthermore, nothing contained herein shall preclude the parties or a person from  
28 raising any available objection, or seeking any available protection with respect to

any Confidential Information, including but not limited to the grounds of admissibility of evidence, materiality, trial preparation materials and privilege.

14. Miscellaneous. This Order shall apply to the production of all materials whether or not such materials are informally produced or produced in response to a formal discovery request or a Court order in this litigation. This Order may be used to protect the confidentiality of the residential addresses and social security numbers of the parties and of any and all current or former employees of either of the parties or their affiliates.

Copies furnished to counsel of record.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Respectfully submitted,

Dated: July 29, 2024

*/s/ Omid Khorshidi*

By: OMID KHORSHIDI  
KHORSHIDI LAW FIRM, APC  
Attorneys for Plaintiff DEBORAH  
HENDRICKSON

Dated: September 13, 2024

*/s/ Jennifer L. Rediehs*

By: JENNIFER L. REDIEHS  
JOSEPH R. CORIATY  
GOLDBERG SEGALLA LLP  
Attorneys for Defendant NEWELL  
BRANDS, INC.; SUNBEAM  
PRODUCTS, INC.; TARGET  
CORPORATION

GOLDBERG SEGALLA LLP  
P.O. Box 17220  
Los Angeles, CA 90017  
213-415-7200

1 The Court, having reviewed the information contained in the Agreed  
2 Confidentiality Stipulation and Protective Order completed and filed jointly by the  
3 Parties to this action pursuant to Local Rule 141.1 and for good cause shown, hereby  
4 ADOPTS the Parties' the Agreed Confidentiality Stipulation and Protective Order  
5 and MAKES IT THE ORDER OF THE COURT.

6 Dated: October 2, 2024



CAROLYN K. DELANEY  
UNITED STATES MAGISTRATE JUDGE

GOLDBERG SEGALLA LLP  
P.O. Box 17220  
Los Angeles, CA 90017  
213-415-7200

**EXHIBIT A**

**AGREEMENT CONCERNING INFORMATION COVERED BY  
CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER**

I have been designated by \_\_\_\_\_ as a person who may have access to Confidential Information as that term is defined in the Confidentiality Stipulation and Protective Order (the “Order”) entered in the above-entitled case, *Deborah Hendrickson v. Newell Brands, Inc., et al.*, United States District Court, Eastern District Case No.: 2:23-cv-02545-MCE-CKD.

Having read the Order, I agree to comply fully with it and to be bound by its terms with respect to all documents and information designated as “Confidential” under the Order. I agree not to copy any documents or information that have been designated as “Confidential” and disclosed to me and not to disclose such documents or information to any person or entity not authorized under the Order to view Confidential Information.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Job Title



Case No. 2:23-cv-02545-MCE-CKD

**CERTIFICATE OF SERVICE**

I am employed in the County of Orange, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 2600 Michelson Drive, Suite 900, Irvine, CA 92612.

On September 13, 2024, I served the following document(s) described as **AGREED CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER** on the interested parties in this action addressed as follows:

Omid Khorshidi Jamil Kassimali KHORSHIDI LAW FIRM, APC 8822 w. Olympic Blvd. Beverly Hills, CA 90211 Tel: (310) 273-2211 Fax: (310) 273-2240 <a href="mailto:omid@khorshidilaw.com">omid@khorshidilaw.com</a> <a href="mailto:jamil@khorshidilaw.com">jamil@khorshidilaw.com</a> <a href="mailto:ariana@khorshidilaw.com">ariana@khorshidilaw.com</a>	<i>Counsel for Plaintiff</i> DEBORAH HENDRICKSON
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**[X] BY ELECTRONIC SERVICE:** I electronically served the attached documents(s) on each party or other person that is required to be served and accept service of documents electronically pursuant to Code of Civil Procedure section 1010.6(4).

**[X] BY COURT'S CM/ECF SYSTEM:** Pursuant to Local Rule, I electronically filed the document with the Clerk of the Court using the CM/ECF system, which sent notification of that filing to the persons listed above.

I declare under penalty of perjury under the United States of America and the State of California that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court whose direction the service was made.

Executed on September 13, 2024, at Irvine, California.

/s/ Roxanne Koffman  
Roxanne Koffman